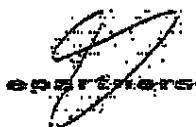


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## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") dated this 8th day of June, 2005 (the "Effective Date"), is between ePartners Incorporated, a Texas Corporation, having its principal offices at 1304 W. Walnut Hill Ln., Suite 300, Irving, TX 75038 ("ePartners" or "ePartners, Inc."), and GMA Accessories, Inc., a New York corporation, with offices located at 245 Secaucus Road, Secaucus, NJ 07094 ("Customer"). ePartners and Customer agree as follows:

### 1.0 SERVICES

1.1 **Scope.** ePartners will provide the consulting services to Customer subject to specific terms and conditions set forth below and as mutually agreed upon from time to time by ePartners and Customer in written service orders and as mutually agreed upon from time to time between Customer and ePartners (each, a "Service Order") (services described herein or in each Service Order are collectively referred to as the "Services").

1.2 **Service Order Authorization and Modification.** The Service Order(s) are to be signed on behalf of the Customer exclusively by those named hereunder or by parties as duly authorized by Customer. Any deviation from or modification to a Service Order must be agreed to by the parties in writing. In the event of any express conflict or inconsistency between the provisions of a Service Order and the provisions of this Agreement, the provisions of the Service Order will govern and control with respect to the interpretation of that Service Order; provided, however, that the provisions of the Service Order will be so construed as to give effect to the applicable provisions of this Agreement to the fullest extent possible.

### 2.0 NON-ePARTNERS PERSONNEL

2.1 If non-ePartners consultants are engaged by Customer to perform services in connection with or related to the Services, ePartners will be notified immediately, and ePartners shall not be liable for any damages, claims or costs due to any services done directly or indirectly by non-ePartners consultants.

### 3.0 FEES AND BILLING

3.1 **Charges for Services.** Customer will pay to ePartners the charges for fees and expenses incurred as a result of performing Services described in this Agreement or a specific Service Order made part of this Agreement. Services will be provided at ePartners then current

standard billing rates or as specified in a Service Order. Such rates may be subject to periodic adjustment by ePartners upon notice to Customer.

3.2 **After Hours and Holiday Rates.** Work after 6 PM on a normal workday (Monday through Friday, excluding holidays) will be billed at one and one-half of the rates detailed in the Service Order(s). Work on weekends and holidays will be billed at two times the rates detailed in the Service Order(s).

3.3 **Not A Fixed Fee Contract.** Unless expressly set forth in a Service Order, charges for Services are based upon hourly billing rates and are not fixed fees.

3.4 **Travel Time.** Travel time for ePartners personnel will be billed for one way travel from that personnel's "home office" at the normal rate for such consultant. Home Office is defined as the office in the town in which the assigned ePartners personnel reside. A minimum of two hours of consulting time will be billed for each onsite visit by each ePartners personnel.

3.5 **Out-of-Pocket, General and Administrative Expenses.** Customer will also pay ePartners as charges any reasonable out-of-pocket expenses incurred by ePartners in the course of providing Services to Customer. Furthermore, in the course of providing Services, ePartners does not itemize certain incidental costs associated with Customer's engagement, including, without limitation, photocopy expenses, mailing costs, cellular charges, and other communication charges. (collectively referred to as, "General and Administrative"). These costs are assessed on each invoice in a 1.75% charge against gross professional service fees.

3.6 **Payment.** Unless otherwise expressly provided in a Service Order with respect to the charges to be paid thereunder, ePartners will invoice Customer for charges on a weekly basis in arrears, with each invoice setting forth the

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charges related to the previous week. Any amount due to ePartners under this Agreement and each Service Order shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of the Services, excluding only taxes based on the net income of ePartners. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith within thirty (30) days of the receipt of an invoice therefore will be deemed approved and accepted by Customer.

3.7 **Suspension of Services for Non-Payment.** In addition to other remedies available to ePartners regarding non-payment of due invoices, ePartners may immediately cease providing Services under any duly executed Service Order and enter into good faith discussions with Customer to resolve issues or disputes regarding the non-payment of invoices outstanding, due and payable to ePartners. In the event that such discussions do not lead to a mutually agreeable resolution, ePartners shall have the right to immediately terminate this Agreement and/or any Service Order(s) hereunder and to recover for all Services performed and/or products delivered prior to the date of such termination.

3.8 **Retainer.** ePartners may require a retainer for Services to be provided by ePartners pursuant to any particular Service Order. The retainer, if required, is due and payable to ePartners upon execution of the applicable Service Order. Any unused portion of the retainer will be refunded to Customer at the completion of Services.

#### 4.0 RESPONSIBILITY FOR THIRD PARTIES.

4.1 Customer acknowledges and agrees that ePartners is not responsible for the software, hardware, products and services of other parties. ePartners will, however, work with Customer on a hourly rate basis to attempt to resolve any problems caused by incompatibilities or failures of other parties' products or services. This includes, but is not limited to, any of ePartners

time required to research, test, evaluate, restore corrupted or erroneous data, or consult with outside technical support resources for problems caused by programming limitations or errors in software. Likewise, ePartners will bill for any time spent helping Customer troubleshoot or repair computer hardware or accessories regardless if the hardware is existing at the time of this Agreement or purchased after the date of the Agreement.

#### 5.0 WARRANTIES

5.1 **General.** ePartners and Customer each represent and warrant that as of the Effective Date: (a) it is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction of formation and has the authority to carry on its business as now conducted; (b) it has the power, authority and legal rights to execute, deliver and perform its obligations under this Agreement; and (c) the execution, delivery and performance of its obligations under this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action.

5.2 **ePartners' Warranty.** ePartners warrants to Customer that its personnel shall perform the Services in a good and workmanlike manner and in accordance with the specifications as expressly detailed in the applicable Service Order. In the event of a breach of the foregoing warranty, ePartners sole obligation and Customer's exclusive remedy will be to have ePartners perform again the Services in respect of which the warranty has been breached to bring them into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to ePartners within two weeks of completion of the Services in respect of which the claim is made or said claim shall be deemed waived.

5.3 **Customer's Warranties.** Customer represents and warrants that the information furnished by Customer to ePartners on which ePartners based the description of the Services and the charges to be paid by Customer therefore, as set forth in each Service Order, is accurate and complete in all material respects to the best of its knowledge.

#### 6.0 WARRANTY DISCLAIMER

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1. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EPARTNERS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF, ANY SERVICE, SOFTWARE, OR OTHER MATERIALS PROVIDED UNDER ANY SERVICE ORDER. EPARTNERS DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF EPARTNERS' PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PERFORM SERVICES HEREUNDER.

#### 7.0 INDEMNITIES AND LIMITATION OF LIABILITY

7.1 **Infringement Claims.** Subject to the limitations set forth in Section 7.3, ePartners and Customer each agree to indemnify, defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software (other than, with respect to ePartners, third-party software provided by ePartners) or Confidential Information provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party.

7.2 **Third Party Indemnification of ePartners.** Customer acknowledges that by entering into and performing its obligations under this Agreement and each Service Order, ePartners will not assume and should not be exposed to the business and operational risks associated with Customer's business, and Customer therefore agrees, subject to Section 7.3, to indemnify, defend and hold ePartners harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of Customer's business, including, without limitation, the use by Customer of the Services.

7.3 **Procedures.** All indemnification obligations under this Section 7.0 shall be subject to the

following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

7.4 **Liability.** Neither party shall be liable to the other for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost profits, revenues, or savings, or the loss or use of any data, even if that party had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall ePartners' aggregate cumulative liability hereunder, whether in contract, tort (including, without limitation, negligence), or otherwise, exceed the total amount of fees actually paid to ePartners under the Service Order from which the claim arises. Furthermore, under no circumstances shall Customer's aggregate cumulative liability hereunder, whether in contract, tort (including, without limitation, negligence), or otherwise, exceed the total amount of fees actually paid or payable to ePartners under the Service Order from which the claim arises. Customer acknowledges that the fees paid by it reflect the allocation of risk set forth in this Agreement and that ePartners would not enter into this Agreement without these limitations on liability. Notwithstanding the foregoing, the limitation provisions of this Section 7.4 shall not apply to any claim or action arising under the confidentiality provisions or indemnification provisions of this Agreement.

#### 8.0 TERM AND TERMINATION

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8.1 **Term.** This Agreement shall be effective as of the Effective Date, as detailed in the preamble of this Agreement and thereafter shall remain in effect until the Services specified in any applicable Service Order have been completed. This Agreement shall not be renewed or extended except by another Service Order stating that the Services to be completed thereunder and signed by Customer and accepted by ePartners. Issuance and acceptance of such Service Order shall automatically reinstate this Agreement if it has lapsed after completion of a previous Service Order.

8.2 **Termination.** This Agreement may be terminated by either party without cause by giving the other party thirty (30) days prior written notice. In addition, this Agreement and/or any duly executed Service Order may be terminated by ePartners immediately upon written notice in the event Customer fails to perform its obligation for payment of invoices pursuant to this Agreement. In such event, ePartners shall have the right to terminate this Agreement and all Service Orders thereunder forthwith and to recover for all Services performed and/or products delivered prior to the date of termination. Customer shall be liable for all costs of collection including reasonable attorney's fees incurred by ePartners to enforce its rights under this Agreement.

8.3 **Effect of Termination.** Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to ePartners for Services rendered and out-of-pocket expenses incurred up to the date of termination; and (b) each party shall return or destroy, at the direction of the other party, all the other party's Confidential Information in its possession.

## 9.0 CONFIDENTIALITY

9.1 **Scope of Obligation.** In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information

includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

9.2 **Exceptions.** Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (c) is received by the receiving party from a third party without any restriction on confidentiality; (d) is independently developed by the receiving party or its affiliates; (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (f) is approved for release by prior written authorization of the disclosing party.



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9.3 **Retained Rights.** Neither party is obligated to restrict the future work assignments of people who have had access to Confidential Information. In addition, the parties and these people are free to use the information that these people retain in their unaided memories related to information technology, including ideas, concepts, know-how or techniques, so long as such use does not disclose Confidential Information of the other party in violation of this Section 9. This use will not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate licenses.

9.4 **Irreparable Harm.** Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate.

9.5 **Survival of Obligation.** The terms and provisions of this Section 9.0 shall survive any expiration or termination of this Agreement.

#### 10.0 WORK PRODUCT

10.1 **General.** Unless this Agreement is terminated by ePartners for Customer's material breach or failure to make payments to ePartners, ePartners hereby grants to Customer a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Customer's internal business purposes, the object code form of any application software programs or deliverables created by ePartners in performing the Services hereunder.

10.2 **Development Tools.** Notwithstanding anything to the contrary in this Agreement, ePartners will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services which are based on trade secrets or proprietary information of ePartners or are otherwise owned or licensed by ePartners. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require ePartners or

Customer to violate the proprietary rights of any third party in any software or otherwise.

10.3 **Further Assurances.** ePartners and Customer agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence or effect the transactions contemplated by this Section 10.0. The provisions of this Section 10.0 will survive the expiration or termination of this Agreement and each Service Order for any reason.

#### 11.0 RIGHT TO ENGAGE IN OTHER ACTIVITIES

11.1 Except as to the restrictions regarding Confidential Information herein, Customer acknowledges and agrees that nothing in this Agreement or any Service Order will impair ePartners' right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for ePartners similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement or any Service Order.

#### 12.0 HIRING OF OTHER PARTY PERSONNEL

12.1 For a period of one (1) year from the expiration or termination of each applicable Service Order, Customer and ePartners agree not to directly solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of Services under a Service Order unless Customer or ePartners, whichever the case may be, grants its consent in writing. Direct solicitation will not include general solicitations by the parties through the use of advertisements in newspapers, trade publications, or other solicitations not directed at particular individuals. If this condition is breached, the breaching party agrees to compensate the other party with a sum equal to four (4) times the average monthly salary received by such individual during the last six (6) months which the individual was employed by the former party employer.



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**13.0 INDEPENDENT CONTRACTOR**

13.1 ePartners is an independent contractor. Neither ePartners nor Customer are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

**14.0 ARBITRATION**

14.1 Except for collection actions for payment of charges and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by final and binding arbitration by a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association, pursuant to an arbitration held in Dallas County, Texas, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs and attorney fees related to any arbitration proceedings hereunder.

**15.0 ASSIGNMENT**

15.1 Customer may not assign its rights or obligations under this Agreement without the prior written consent of ePartners, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that ePartners reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

**16.0 GOVERNING LAW**

16.1 This Agreement and each Service Order shall be governed by and construed in accordance with the laws of the State of Texas, without reference to conflict of laws principles. Customer hereby irrevocably consents to the jurisdiction of the state courts of the State of Texas and U.S. District Court for the Northern District of Texas.

**17.0 NOTICE OF SERVICE**

17.1 Service of all notices under this Agreement shall be sufficient if made by registered mail to the specific party involved herein at its respective address noted in the preamble to this Agreement.

**18.0 ENTIRE AGREEMENT AND MODIFICATIONS**

18.1 Each party acknowledges that it has read this Agreement and the Service Orders attached thereto, and further agrees that the Agreement, and the Service Orders thereto are the complete and exclusive statement of the parties and supersedes all prior or contemporaneous proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any customer request for proposal or the standard printed terms on any Customer purchase order. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. No waiver by either party of any breach by the other party of any of the provisions of this Agreement or any duly executed Service Order hereunder shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

**19.0 SEVERABILITY**

19.1 In case any one or more of the provisions contained in this Agreement or any duly executed Service Order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein,



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provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

**20.0 FORCE MAJEURE**

20.1 Neither party shall be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

**21.0 AGREEMENT HEADINGS AND NUMBERING**

21.1 Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.

**22.0 EXECUTION OF AGREEMENT**

22.1 This Agreement may be executed in one or more counterparts, each of which shall be considered and original, but all of which together shall constitute one and the same instrument.

\* \* \*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the authorized officers of the parties hereto, to be effective as of the Effective Date.

ePartners, Inc.

By: Eric K. Forgo

Name: Eric K. Forgo

Title: Regional VP of Professional Services

GMA Accessories, Inc. ("Customer")

By: William Macoof

Name: William Macoof

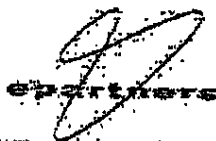
Title: CFO



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FINAL



## SERVICE ORDER

## Master Service Order - GMA-002

This Master Service Order GMA-002 (the "Master Service Order") dated as of the 8<sup>th</sup> day of June, 2005 (the "Master Service Order Effective Date") is entered into by the parties under the provisions of that certain Master Services Agreement dated June 8, 2005 (the "Agreement") by and between ePartners and Customer, and, except as otherwise provided in this Service Order, all applicable provisions of the Agreement are incorporated into this Master Service Order by this reference.

1. **SOFTWARE.** In delivering the Services described in this Service Order, ePartners will be utilizing the software products and modules that are licensed to Customer under the Product Order between Customer and ePartners dated March 31, 2005.
2. **ENGAGEMENT COMMUNICATIONS AND OTHER OPERATING PROCEDURES.**
  - 2.1 **Core Team.** ePartners will appoint one project member for participation on a Project Committee to be comprised of appropriate Customer personnel with proper representation from any department or project having a direct impact on this implementation.
  - 2.2 **Timely and Consistent Status Memos.** ePartners will provide to Customer periodic memos describing ePartners' recent activities. Such memos shall be distributed, without alteration, to each member of the project committee, described in Section 2.1, and to the dedicated Customer project lead or to Customer personnel, as appropriate.

3. **PAYMENT TERMS.**

- 3.1 The following terms apply to the Services contained herein with approximate payment dates:

Due upon Kick-off (week of June 13, 2005)	\$100,000.00
Completion of Super User Training (in accordance with Project Plan)	\$150,000.00
Interim Completion of Discovery / Design (in accordance with Project Plan)	\$150,000.00
Completion of Discovery / Design (In accordance with Project Plan)	\$150,000.00
Monthly Payments to go-live (in accordance with Project Plan)	\$560,000.00
At Go-Live	\$100,000.00
At Close of Books - 1 <sup>st</sup> Month	\$ 40,000.00
<b>Total</b>	<b>\$1,250,000.00</b>

Payment shall not be unreasonably withheld provided completion of the above Milestones are materially complete. Payment for Travel Expenses will be made in accordance with the terms detailed below. Should the Project Plan or the project deliverables extend beyond the anticipated go-live date contemplated in the above payment schedule, such payment dates will be adjusted to reflect the new go-live.

4. **RATES.** Services provided outside the scope of this Master Service Order will be provided at the following hourly rate(s):

Project Planning and Management	\$ 210/hour
Senior Application Consultant	\$ 185/hour
Senior Developer	\$ 185/hour

ePartners, Inc., Service Order

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Business Process Consultant	\$ 185/hour
Subject Matter Expert	\$ 210/hour
Application Consultant	\$ 165/hour
Developer	\$ 165/hour

Should Customer desire a single billing rate that billing rate shall be \$185/hour. In the event that Customer engages ePartners in a significant project outside of the scope of Services under this Service Order, ePartners and Customer shall negotiate in good faith a mutually acceptable hourly rate.

5. **SERVICES.** ePartners will assist Customer in implementing Microsoft Business Solutions Axapta software and other such software listed in the Product Order as an integrated application used to support their business. The implementation will take place at corporate and regional offices in and around New York City and cover domestic and corporate operations.

- 5.1 **Project Definition and Planning.** ePartners will conduct meetings with the Customer's core team to further educate ePartners on Customer's business practices and processing requirements, educate Customer on the configuration decisions available in the software to facilitate business practices, define expectations, and establish a timeline for the implementation. Activities will include documentation of business and functional requirements and identify gaps in software functionality to meet such requirements. Establish a training plan. Establish a data conversion plan. Establish a reporting plan.
- 5.2 **System Construction.** Configuration and Implementation of software modules detailed in the Product Order based on the business and functional requirements. A sampling of those requirements are included in the

 Demo Requirements - Highlights.doc  
 Capell Deliverables.xls

attached files.

- 5.2.1 Super User Training for all Modules
- 5.2.2 Establish and execute end-user Training Plan through the use of web-based, classroom, and over-the-shoulder training.
- 5.2.3 Establish a plan for development of operational and financial reports to support the business and provide training around the tools needed. ePartners will develop core Financial Statements (Balance Sheet, Income Statement, Cash Flow) for a single entity as a basis for training Customer team. Training and support will be provided to the Customer team to develop operational reports.
- 5.2.4 Identify the Functional Requirements, develop the Detailed Design, Develop, and Test various customizations or complex configurations to the software. Those identified include the following:
- a) Pending Purchase Order
  - b) Freight / Duty and OOCL Interface
  - c) Bulk Orders and Confirmations
  - d) Single store vs. multi-store based on destination
  - e) Depleting Bulk Orders
  - f) Pack Items - piece and quantity
  - g) Bill of Lading
  - h) Download CIT Chargeback
  - i) Upload P/O Info to Cargo
  - j) Range Pack capability
  - k) UPC / SKU auto generate
- 5.2.5 ePartners will provide assistance to Customer technical resources who will be responsible for preparing, validating, and mapping of all legacy data for the new system. ePartners will assist in data mapping and synchronization (import/export) processes and procedures as well as provide technical information regarding the products identified in the Product Order.
- 5.2.6 ePartners will configure and implement Production capability for domestic operations located in New Jersey. ePartners will perform Discovery work related to international operations such that proper configurations decisions are made to support the future roll-out (Phase 2) of the system to off-shore production locations.

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- 5.2.7 ePartners and its designers will provide three (3) vendor mappings and training to Customer team to develop additional mappings.
- 5.3 Deploy. Support users as the system is deployed in a live environment. Activities will include assistance in running reports, entering transactions, refresh on system functionality and process, and update documentation.
- 5.4 Close. Conduct a de-brief on project results with the core team. Provide documentation developed during the implementation process.
- 5.5 Items specifically excluded from Services:
- 5.5.1 Sharepoint Services
  - 5.5.2 Axapta Customer Portal functionality
  - 5.5.3 Retail POS capability
  - 5.5.4 RFID system integration to Axapta
  - 5.5.5 Non-domestic implementation activities other than certain Discovery work needed to configure the software for Domestic operations.

The Project Work Plan (in MS Project and/or Excel) will be prepared for the professional services to be delivered by ePartners under subsequent Service Orders, as well as the Customer task assignments. The Project Work Plan is the principal task, milestone and budget plan for the project, against which the project will be measured. The Project Work Plan will include material project phases, tasks, estimated due dates, milestones, customer sign-off points, assignments of responsibilities (both ePartners and Customer), estimated ePartners' hours and the total estimated services expenditure. The progress of the project will be updated on the Project Work Plan and reported to the Customer on a periodic basis. The Project Work Plan may be amended from time to time as mutually agreed by the parties. Such consent and approval to modifications to the Project Work Plan shall not be unreasonably withheld or delayed. Any such approved modified Project Work Plan shall completely supersede the prior Project Work Plan unless otherwise noted on the face of such modified Project Work Plan. After such plan is developed and mutually agreed upon by the parties, any subsequent modifications may result in changes to the Estimate of Services specified in Section 6.

**Initiation of Services.** Week of June 13, 2005.

**Estimated Go Live Date.** TBD - Established by the Core Team and the ePartners project team.

Service Order(s), covering each phase of the project will be prepared with specific definition on scope and ePartners' and Customers' individual responsibilities. Based on our current understanding of your desired solution, we are anticipating service orders for the following.

- 1) Project Kick-off, Project Plan Development, System Review/Installation, Training Plan, Reporting Plan, Data Migration Plan
- 2) Super User Training, Discovery, Documentation
- 3) Core Configuration
- 4) Customizations
- 5) User Training
- 6) Testing
- 7) Readiness Assessment, Go-Live Assistance

ePartners shall deploy resources with the following responsibilities. Tentative names of staff are provided. Their availability and involvement is dependent upon the mutually agreed to Project Plan.

- 1) Engagement / Project Management (TBD)
- 2) Subject Matter Expert (TBD)
- 3) Senior Application Consultant(s) (TBD)
- 4) Staff Application Consultant(s) (TBD)
- 5) Senior Development Consultant(s) (TBD)
- 6) Staff Development Consultant(s) (TBD)
- 7) Documentation Specialist (TBD)
- 8) Training Specialist (TBD)

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6. **ESTIMATES FOR SERVICES.** Services provided under this Master Service Order will be charged on fixed fee basis. The total amount of the service orders, including the Services detailed and provided under this Master Service Order, for implementation of the software referenced in Section 1 of this Agreement is \$1,250,000.00, except as noted below. Customer and ePartners acknowledge that the scope of the implementation services, as defined in this document are based on information and requirements defined by express disclosures of requirements by Customer and information gathering performed by ePartners. The services quote presented in this document is based on the good faith efforts of ePartners to provide Customer information regarding the deliverables and scope of the implementation taking into consideration any exclusions noted in this document. Any material changes in system requirements reflected in new business activities not identified under Service Order GMA-001, the introduction of any third party, the introduction of any additional software, or any similar event and other factors outside of the control or reasonable anticipation of ePartners, including without limitation, Customer's failure to perform any of the Customer obligations, including without limitation those set forth in Section 7 herein, may have an impact on any mutually agreed upon timeline or the services quote provided herein, or both. Consequently, additional service orders may be presented to Customer representing any such changes and the related costs for such changes will be incremental to the \$1,250,000.00 amount specified above. Customer will be notified immediately, and before any work is performed on service orders that are not included in the \$1,250,000.00 amount specified above. ePartners will not perform work on any such service orders without Customer's prior written approval.

Travel fees will be fixed at \$25,000.00 through the initial Phase of the project. Should out-of-scope items be identified, the travel expenses will be billed on an as incurred basis. Payment for Travel Fees will be done on a monthly basis through the term of the initial phase of the project.

7. **CUSTOMER AND EPARTNERS OBLIGATIONS.**

- 7.1 Customer and ePartners mutually maintain overall responsibility for the project schedule and will each assign a Project Manager responsible for the delivery of the project. Duties of each Project Manager include, but are not limited to, a) assigning resources to project tasks, b) preparing project plans, work plans, and project timelines, c) providing timely project status reports to management, d) appropriate project documentation, e) communication to management and project team members of interdependencies and risks on project tasks, f) identification of items that are considered out-of-scope, g) ensure compliance with financial terms of the relationship, h) other project tasks reasonably assumed to be under the purview of a Project Manager.
- 7.2 Customer management supports this project and will manage the schedule to minimize unproductive activities.
- 7.3 Customer must provide a dedicated core team covering all modules and sub-modules affected by the Services of this Service Order, and such team will allocate a material portion of their work time to this project. In total hours that the core team members can expect to spend is an equal amount of time spent on the project as that of the ePartners dedicated team. The Customer core team will be made up of four members with the following general areas of responsibility, a) Project Management as referenced in Section 7.1, b) a person dedicated to learning each area of the Axapta application and the third party modules comprising the solution, c) a person dedicated to supporting integration to both known and unknown integration points between Axapta and third party software products and programs, d) a person dedicated to developing Axapta software customizations and reports used to support the business.
- 7.4 Customer's dedicated team and project management will have the authority and support to define, decide, and modify existing business processes to achieve greater organizational efficiency and to reduce the cost of system implementation and ongoing support.
- 7.5 Customer and ePartners recognize that delays in making decisions relative to internal processes, project objectives, and system configuration may extend the target dates and costs associated with the implementation.
- 7.6 Customer assumes responsibility for providing ePartners written notification regarding any unsatisfactory ePartners personnel. Until such written notification, ePartners may assume that Customer is satisfied with the resources and personnel provided by ePartners. Upon written notification by Customer, ePartners shall replace such personnel within two (2) weeks. ePartners will use commercially reasonable efforts to replace resources, if required, with similar skill set.
- 7.7 Test plans for system/integration and user acceptance testing will be prepared by Customer with the ePartners Project Manager's assistance. ePartners will provide a readiness assessment prior to "go-live".

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- 7.8 Customer technical resources will be responsible for preparing, validating, and mapping of all legacy data for the new system. ePartners will assist in data mapping and synchronization (import/export) processes and procedures as well as provide technical information regarding the products identified in the Product Order.
- 7.9 Customer is responsible to provide a technological and processing environment conducive to supporting the system selected by Customer, both during the implementation and subsequent to the implementation, and in accordance with such specifications as recommended by the software publisher and ePartners. Additionally, Customer will provide a Microsoft Sharepoint environment to support project collaboration.
- 7.10 Dedicated person(s) from Customer's implementation team and dedicated person(s) from ePartners will be present at "go-live", as dictated by the project plan.
- 7.11 ePartners will hire a Subject Matter Expert as a full time employee to both support the Capelli project and to assist in the penetration of the Fashion and Apparel market. ePartners encourages Capelli to put forth qualified candidates for interview with the ePartners management team. Such candidates should have both specific industry expertise and an understanding of the technologies that enable and support the Fashion and Apparel vertical market. Expected total compensation level (base salary plus incentives) in the range of \$120k to \$140k dependent on experience. Additionally, ePartners will hire as a member of the Capelli project team, on the ePartners payroll and under the direct supervision of ePartners management, a candidate put forth by Capelli. Capelli will present a number of qualified candidates for consideration. Expected compensation level in the range of \$60k to \$90k (base salary plus incentives) dependent on experience. The tenure of such resource is expected to be through go-live of the system. Employment subsequent to go-live shall be discussed at that time.

#### 8. MISCELLANEOUS PROVISIONS.

- 8.1 This Service Order may be executed by facsimile signature and in multiple counterparts all of which together shall constitute one and the same original document.



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\* \* \*

IN WITNESS WHEREOF, this Service Order has been duly executed and delivered by the authorized officers of the parties hereto, to be effective as of the Service Order Effective Date.

ePartners, Inc.

By: Eric K. Forgo

Name: Eric K. Forgo

Title: RVP Professional Services

GMA Accessories, Inc. ("Customer")

By: William Maloof

Name: WILLIAM MALOOF

Title: CEO

CSM of Record: Erik Scvenants



Note: The following is based on field work conducted and is not intended to be a full detail of all functional requirements by process area.

Area	Description	Comment
Design	Custom Style Order Form	Use Document Handling functionality to attach custom forms
Design	Ability to identify design efforts as a Season or Program.	Use CRM Campaign Activities functionality
Design	Ability to maintain a "Retail Book" in the system.	Use CRM Encyclopedia functionality
Design	Ability to maintain Art Dept. Project Form Information. In the system.	Use Document Handling functionality to attach custom forms
Design	Ability to track Concept Sheet information with graphics	Use CRM Encyclopedia functionality
Design	Ability to maintain Templates for Art Dept. and Packaging, within the system	Use CRM Encyclopedia and Document Handling functionality
Design	Ability to maintain Art Dept. Packaging Request Form Information.	Use Document Handling functionality to attach custom forms
Design	Ability to open Mechanich graphic files in Axapta	Recommend saving files as jpeg format.
Design	Ability to capture costs related to Design process	Use CRM Campaign Activities functionality
Design	Ability to keep track of the preproduction sample approval, if approval...etc and approve to ship.	Use CRM Campaign Activities functionality
Development	Ability to track design activities for a season or program, including their status.	Use CRM Campaign Activities functionality
Development	Ability to track Mechanical Specification and Development Sheet requests and progress.	Use Document Handling functionality to attach custom forms
Development	Ability to link pictures of Concept versions to the Mechanical stage.	
Development	Ability to store and view available fabric and trim samples.	Attach scanned image file of fabric to item
Development	Ability to track fabric sample requests and status.	Use CRM Campaign Activities functionality
Development	Ability to link fabric sample material requests to the related Mechanical/Development specification sheets.	Use CRM Campaign Activities functionality
Development	Ability to track e-mail communications and status of sample production and sample location/disposition	Tracking activities in CRM and use of Document Handling will address most of requirement.
Development	Ability to assign a style number, at the beginning of the design process.	
Development	Ability to maintain Packaging Label designs in the system	Use CRM Encyclopedia functionality
Development	Ability to maintain and track Photo Shoot Requests	Use CRM Campaign Activities functionality
Development	Ability for a style to have different version under the same style# and color (configuration). Have a third level style, color and then version.	
Development	Ability to get the sell price for an item, for a specific customer or GMA. This will include all the material cost freight, duty, mtrac, packaging and profit base on the customer.	Specifically entered retail selling prices per customer are standard in trade agreements.
Development	Ability to have all material linked to the style (fabric, material, etc)	BOA functionality can be used
Development	Ability to be able to have a picture added to a style	
Development	Ability to link some external object to the style (linking mechanical, artwork and all objects that have to do with the style)	
Development	Ability to create a UPC.	
Development	Ability to capture costs related to Development process	
Development	Ability to create UCC 128 labels, generate and print UCC barcode labels for the different customers	Our software generates the information for the UCC 128 label, however label software with a label template is required. abridge can provide both of these.
EDI	Ability to process 812 transactions, Debit/Credit Invoice amounts	
EDI	Ability to process 884 transactions, General tax communications	
EDI	Ability to process 897 transactions, customer acknowledgment.	
EDI	Ability to process 810 transactions, invoices to customers.	
EDI	Ability to generate 832 EDI transactions (purchase and generate Catalog transactions)	
EDI	Ability to process 855 transactions, reversal of 850 transactions.	
EDI	Ability to generate 856 EDI transactions, ASN, based on the EDI standards and the customer requirements. Includes ability to have multiple BOAs with a single ASN.	
EDI	Ability to process 870 transactions, order status	
General	Ability to calculate the income of the company taking into account inter-company sales. Requires financial consolidation with one factory, GMA-Shanghai.	
General	Ability to view transactions in detail or summary.	
General	Ability to have additional companies in Axapta, but not financially consolidated.	Will require Unlimited Companies license
General	Ability to use multi-currency in the GMA-Shanghai company.	
General	Ability to print financial reports by period at the 3 account segment levels.	
General	Ability to use actual, batch level costing. A batch, for fabric, is the purchase order.	
General	Ability to be able to sort/search master information by pre-defined categories. (able to see all fabric flip top)	
General	Ability to check if a price makes sense based on specific information.	Use of BOA Calculation functionality to create price will allow analysis of price components.
General	Ability to maintain inventory at the Style-Color-Size level.	
General	Ability to have a Style code	
General	Ability to have a multi-size scale up to 8 sizes each	
General	Ability to easily search the system and user friendly.	
General	Ability to have e-mail integration connection between Axapta and Outlook?	
General	Ability to work with Microsoft office export/import.	Excel out & paste. Word templates

General	Ability to allow system running through adjusting the different setup parameters	
General	Ability to maintain at least seven companies within Asopia	"Unlimited license" required
Import	Ability to partial ship a PO and be able to define the qty for a customer	
Import	Ability to reconcile the warehouse location on a shipment with the warehouse location originally on the PO line.	
Import	Ability to update expected ETA by container number, on a specific shipment.	Assumes Scalable standard functionality will address requirement
Import	Ability to consolidate the different PO's for the different vendors in one shipment. Shipment for finished goods (Style PO's) and Shipment for Fabric (Material PO's)	Assumes Scalable standard functionality will address requirement
Import	Ability to print a material shipment advice/confirmation for SMA and BHK companies.	
Import	Ability to track shipments by container.	
Import	Ability to create one shipment for Style PO and Material PO and track status.	
Inventory Control	Ability to use the same styles for Allocation, shipping from Warehouse & EDI	
Inventory Control	Ability to substitute with one or multiple styles.	
Inventory Control	Ability to create one UPC for a pre-pack of sizes.	
Inventory Control	Ability to create one UPC for the pre-pack of colors.	
Inventory Control	Ability to handle Pack per carton	
Inventory Control	Ability to handle Pack of packs	
Inventory Control	Ability to handle the UPC and SKU for the same style.	
Inventory Control	Ability to handle the UPC/SKU and the pack price.	
Inventory Control	Ability to handle UPC/SKU and the style price.	
Inventory Control	Ability to handle UPC/SKU linked to the pack of pack.	
Inventory Control	Ability to manage the OTS quantity in order to replenish any style that is ordered on time.	
Inventory Control	Ability to display the Pack detail. (the pack components breakdown by style/color/size)	
Inventory Control	Ability to display the Pack summary. (show the pack table, printing the components details)	
Inventory Control	Ability to maintain inventory as a Style Item. (a single style can have multiple colors or multiple sizes)	
Inventory Control	Ability to have a Style-color-size associated to a UPC number.	
Inventory Control	Ability to have a Style-color-size associated to an SKU number, for each customer.	
Inventory Control	Ability to categorize Material Items differently from Style Items.	
Inventory Control	Ability to have material Items include multiple colors.	
Inventory Control	Ability to track all the inventory transactions for Material Items - In and out.	
Inventory Control	Ability to generate a unique UPC number for each Item (Style or Pack) - either manually or automatically.	
Inventory Control	Ability to setup facilities at warehouse locations.	
Inventory Control	Ability to track detail cost by warehouse configuration	
Inventory Control	Ability to easily create/break styles with components	
Inventory Control	Ability to create one UPC for all sizes of a style/color	
Inventory Control	Ability to have the system create raw material purchase orders	
Inventory Control	Ability to maintain "Inventory Buy" information within the system	
Inventory Control	Ability to print an "Inventory Buy" Report	
Inventory Control	Ability to handle the pack versions	
Production	Ability to assign a UPC number and/or a SKU number per Pack, for each customer sequentially.	Std. with Production module
Production	Ability to generate a Cutting Ticket manually, cutting ticket number is 6-digits numeric generated sequentially.	Std. with Production module
Production	Ability to schedule all processes and follow up to make the delivery date	Std. with Production module
Production	Ability to generate a Cutting Ticket from Sales Orders, to generate and allocate a cutting ticket to a sales order(s)	Std. with Production module
Production	Ability to track the different mfg operations done for a specific cutting ticket. Tracking the contractors and delivery dates is also done thru this procedure.	Std. with Production module
Production	Ability to record the actual factory goods manufactured	
Production	Ability to track production output and associated costs, for In-house production activities (flags, plackets, etc)	
Production	Ability to view/track repeat process within the system	Std. with production orders or BOM Journals
Purchasing	Ability to see a purchase order from company 1 to Chinese company becomes a sales order on that side and, in turn, produce a purchase order in Chinese to their vendor.	
Purchasing	Ability to record the payable invoice information and track it by vendor - Invoice# is 12 alphanumeric characters and entered manually.	
Purchasing	Ability to allocate the payable invoices to different costing elements and link the payables to PO's, manufacturing operations, cutting tickets or general expenses.	Financial dimension functionality could address requirement
Purchasing	Ability to record and track the different payment types: Cash, Check or Non-check payments and link it to the payable invoice	
Purchasing	Ability to record and track the advance payments and allocate it to the payable invoices.	
Purchasing	Ability to have a process to control the payments and to approve the invoices before being paid.	

Purchasing	Ability to generate a purchase order from a Sales Order. Requires a procedure to generate a PO from a sales order. Allocation is done in this case directly to the PO to allocate its quantity to the selected sales order(s).	
Purchasing	Ability to create an Inter Company P/O in company A which becomes a S/O in company B.	
Purchasing	Ability to have multiple UOM's on the Material PO.	
Purchasing	Ability to prevent purchase price changes on a PO cost sheet.	Use field level security
Purchasing	Ability to see, by PO, what AP invoices were applied to it.	
Purchasing	Ability to see, by PO, if any payments were made for the PO.	
Purchasing	Ability to easily analyze historical cost of a style by vendor.	
Purchasing	Ability to inquire the Material PO Shipment Information.	
Purchasing	Ability to track original PO delivery dates by line.	
Purchasing	Ability to print a Check Register Summary report	
Purchasing	Ability to print a Check Register Detail report	
Purchasing	Ability to print a Payables Invoices Summary report	
Purchasing	Ability to print a Payables Invoices Detail report	
Purchasing	Ability to print a "AP Journal" report	
Purchasing	Ability to issue Material POs to record and track material purchase orders.	
Receiving & WH Mgmt.	Ability to receive Material POs by either PO or by Shipment.	
Receiving & WH Mgmt.	Ability to receive by Container, for a PO.	
Receiving & WH Mgmt.	Ability to receive a PO in the system before "PO Costing" is finalized.	
Receiving & WH Mgmt.	Ability to receive an SSO from the Forwarder, create a Shipment & update the purchase orders involved.	
Receiving & WH Mgmt.	Ability to print a "Material Purchase Order Receipts" report.	
Sales	Ability to draw funds from CIT (Factoring Agent) offset receivables and payment of interest to CIT.	
Sales	Ability to allocate the inventory of a specific style based on the open sales orders criteria. Availability of the style is validated to decide if the allocation can be done or not.	Use standard Marking functionality
Sales	Ability to allocate the purchase order quantity to specific sales order(s). This is an important tool for GMA to plan the availability of a style in advance and to manage the different delivery dates for sales orders against corresponding purchase orders.	Use standard Marking functionality
Sales	Ability to release the orders for shipping and to decide if the customer credit is in a good standing or not.	Semi-manual standard functionality is available
Sales	Ability to issue a sales order invoice for a selected sales order and generate the invoice# automatically	
Sales	Ability to record the different receivable payments by a customer	
Sales	Ability to offset any payments against an invoice or dash against credit for a selected customer.	
Sales	Ability to print the invoice document as original document and multiple copies.	
Sales	Ability to create a Return Authorization to authorize the customer for returning goods.	
Sales	Ability to create a credit memo to record the credit amount to the customer balance and update items quantity being returned to the inventory	
Sales	Ability to print the Currency code on BHK order confirmation	
Sales	Ability to create a GMA Order Detail Report	
Sales	Ability to create a GMA (Un)Sent Invoices report	
Sales	Ability to create an Order Header For GMA Report	
Sales	Ability to print a "Sales Journal" report	
Sourcing	Ability to track the status of issued purchase quotations.	
Sourcing	Ability to issue purchase quotation requests and capture detailed quotation response information.	Real-time functionality
Sourcing	Ability to have production capacity done with our factory each time we place a PO we will be increasing	For a "factory" setup in an Asple company, Purchase Order demand can become production order demand and allow capacity management.
Sourcing	Ability to request vendor information and receive response directly into the system.	Available with Real-time
System Admin	Requires User access level where each menu option can be granted for Add, Edit or Delete records. Requires that the Costing has it's own security level (to be shown or not and the throughput the whole system)	
Warehouse Mgmt.	Ability to update the physical inventory count	
Warehouse Mgmt.	Ability to make inventory adjustments, in or out, classified based on the purpose	
Warehouse Mgmt.	Ability to load posting the inventory until the physical count is ready. Releasing the inventory then reconciles all style balances based on the physical count.	Use business process of costing prior to posting, posting to quarantine when or posting with cycle-counting follow-up
Inventory Control	Custom Cost Takeoff/PO Allocation Report for GMA	
Inventory Control	Custom Material Requirements Report	
Inventory Control	GMA Planning Schedule Report	
Inventory Control	Ability to create a Custom P/O Header Report.	
Inventory Control	Ability to create an Estimated vs. Landed costs Report	

Inventory Control	Ability to create an Open Purchase Order Detail Report.	
Inventory Control	Ability to create a Select Orders to Update Prices Report.	
Inventory Control	Ability to create a Volting Invoices Report.	
Inventory Control	Ability to run a report giving you all the price information for a specific style which will include all vendor-supplied information and how the price is changing over time.	
Inventory Control	Ability to create a GMA Shipping Log Report.	
Inventory Control	Ability to create a Custom GMA O.T.S. Report.	
Inventory Control	Ability to create a PO Allocation Report For GMA.	
Inventory Control	Custom Dummmy for Cancel styles screen Report	
Inventory Control	Inventory by Style Availability Report	
Purchasing	Material Utilization Report	
Purchasing	Recycle Packs Prices Report	
Purchasing	Stock Availability Report	
Purchasing	Style Copy Setup - GMA Report	
Purchasing	Style Master List for GMA Report	
Purchasing	Style Summary Report	
Purchasing	Ability to print a "Style Summary" report by style item, including quantities of stock, planned, unallocated, O.T.S.	
Sales	Ability to print a "Styles Quantities Open To Sell Summary" report by style, color and size.	
Sales	Ability to print a "Material Master List For Style" report for raw materials which includes item, color, vendor, cost elements, on-hand, on order, date introduced, weight.	
Sales	Ability to print a "Material Utilization" report by location.	
Sales	Ability to print a "Material Purchase Order Recaps" report of estimated vs. landed (actual) costs by purchase order.	
Sales	Ability to print a "Material Purchase Order Header" report.	
Production	Ability to print a "Material Purchase Order Detail" report by receipt.	
Production	Ability to print a "Material Requirements By Vendor" report for raw materials to include quantities of on-hand, required, order and available.	
Production	Ability to print a "Estimated vs. Landed Costs - By Shipment" report	
Production	Ability to print a "Style P/O Cost Sheet" report with all item, freight and landed costs specified by purchase order.	
Purchasing	Ability to print a "Invoice Contribution" report	
Purchasing	Ability to create a report of bulk vs. non-bulk sales orders.	
Purchasing	Ability to create a report of confirmed vs. non-confirmed sales orders.	
Purchasing	Ability to create a Custom Aged A/R for GMA with separate reports for factor and non-factor receivables.	
Purchasing	Ability to create a GMA Sales and Inventory report	
Sourcing	Ability to create a Customer Shipping Report	
Import	Ability to print a "Summary Sales Information" report providing quantity and amount by account and store.	
Development	Ability to generate a bar-code label for production samples, which includes style-color number, description, date of label generation.	Forming of label to meet specification will be required.
Development	Ability to maintain and update Style Master Sheet Information.	Some additional fields likely required to capture all desired information.
Development	Ability for a style to have categories and subcategories based on the need of each department.	Some addition of category fields will be required.
Development	Ability to be able to enter different information for a style depending on a specific department (for the sex we need to have needle count and weight, however in the hip flop we need to have height and material....etc)	Additional item form tabs and fields will be added to hold manually entered information.
Development	Ability to have a color description or detail information on an item. Currently, using generic names (green combo, multi...) which do not really give an idea of the color. By using the color detail, can add more detailed information to the color.	Will need to add additional text fields and flow to appropriate forms and reports
EDI	Ability to receive an EDI from CIT (factor Agent) into GL Journal with offset A/R to expense.	Create EDI input transaction to A/R Payment Journal.
EDI	Ability to upload P/O information to Cargo. A new EDI transaction developed to export line P/O info to shipment into according to the P/O into after being processed into shipments	
EDI	Ability to process 793 transactions, response to 754 transactions	
EDI	Ability to process 816 transactions, customer identification of stores with distribution centers.	
EDI	Ability to process 892 transactions, customer sales activities for a given style/pack/program	
General	Ability to have combinations of main account and financial dimensions that are people-based and physical location-based.	May require additional financial dimensions.
Import	Ability to include HTS, by style, per PO line item, not using notes functionally.	Addition of fields with no associated functionality
Import	Ability to include FOB & CMT/ASSIST on a PO line item (not notes)	Addition of fields with no associated functionality

Import	Ability to create a Sending POs to Cargo System Report	
Import	Ability to indicate on a PO line level: shipping date, volume in m3, weight, number of pieces, destination, shipping point and shipping method.	
Import	Ability to indicate that a pending PO is ready to ship by an indication of approval for each line.	
Inventory Control	Ability to have BOM items automatically relieve differently, as inventory is consumed, on ranges packs.	Use of configurable BOM functionality should address majority of the requirement. Some customization is likely.
Inventory Control	Ability to create a report that generates an open to sell for specific items, including pictures, sell prices, customer delivery. The items can be defined by user: list of different items, a specific category...etc	Base standard report addresses a majority of requirement.
Inventory Control	Ability to have a Pack item with a Pack price per piece. (the price of a pack item is the price of a single piece in the pack)	
Inventory Control	Ability to have a Pack price per pack. (the price of a pack item is the price of all pieces in the pack)	
Inventory Control	Ability to have a Pack qty per piece. (the number of ordered packs is the total number of pieces for all pack components)	
Inventory Control	Ability to have a Pack qty per pack. (the number of ordered packs is the number of pack sets)	
Inventory Control	Ability to have a Color Code associated to an NRP Code.	
Inventory Control	Ability to have a Size Code associated to an NRP Code.	
Inventory Control	Ability to create a material requirements query to show the materials requirements by different criteria, i.e. by vendor, by style, by location, etc.	Some customization may be required
Inventory Control	Ability to "Flag" that a sample is required for an item on a purchase order.	
Inventory Control	Ability to track pre-production and production sample status	
Production	Ability to produce a Cutting Ticket, Cost Sheet, to record and track all the costing elements for a cutting ticket, like: Fabric cost, mfg operations, and miscellaneous cost. All costing elements are tracked on the estimated, landed and actual levels	Std. Production module addresses most of the requirement. Some modification probable to address all costing element requirements.
Purchasing	Ability to have a specific information in the PO based on a specific department	
Purchasing	Ability to issue a Bulk purchase order, then from that PO move production around between factories as needed. (1. Change the vendor) (2. Should be able to specify factories and change item on the PO)	
Purchasing	Ability to record and apply any debit transaction to the vendor and print a document for this purpose	A new report is needed to represent a debit memo when using the invoice journal method to create such a transaction
Purchasing	Ability to create a Custom Material PO form for BHK.	
Purchasing	Ability to link Material PO to the style PO.	Soft link exists through Master Planning. Some customization required to meet BHK requirement.
Purchasing	Ability to have an Inter Location P/O for Materials.	If inter-location is between companies can use intercompany function. If within companies some customization is likely.
Purchasing	Ability to track changes made to a PO line.	Some standard functionality available with database logs or PO re-confirm functionality. Additional functionality required.
Purchasing	Ability to create a Custom AP Debit Memo - GMA.	Configurable BOM functionality handles most of required functionality. Some customization will be required.
Sales	Ability to handle Range depletion	
Sales	Ability to keep the allocation when depleting	
Sales	Ability to complete partial or selective depletion	
Sales	Ability to deplete at the level of configuration	
Sales	Ability to deplete at the level of size	
Sales	Ability to maintain allocation	
Sales	Ability to deplete from direct multi-store	
Sales	Ability to depletion from different orders	
Sales	Ability to perform PO change depletion	
Sales	Ability to track the original bulk order and deplete it by the confirmation orders when received to decide the quantity and destination stores.	Modification partially completed for demo.
Sales	Ability to have the Price field in SO and invoice to accept 4 decimals	Minor modification required.
Sales	Ability to maintain customer file with information such as: status, billing info, shipping stores, credit information, etc.	Additional fields required to hold information with no related functionality
Sales	Ability to flag a sales order for factory.	
Sales	Ability to provide some customers a consolidated invoice per each distribution center. The process can consolidate on the order level, DC level or the store level.	Some customization may be required
Sales	Ability to create a Custom Order Confirmation for BHK	
Sales	Ability to print a sales order formatted to Capelli specifications.	
Sales	Ability to have Deplete Sales Order update the Canceled City.	
Shipping	Ability to print the Currency code on BHK invoice form	
Warehouses Mgmt.	Ability to print carton labels per customer, with two versions: bar-code and generic.	



**Project Requirements: Axapta Demo**



GMA Accessories, Inc.  
245 Secaucus Road  
Secaucus, NJ 07094

11/15/2006

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Project Requirements: Axapta Demo

**Functionality Highlighted in Yellow Demonstrated  
and Included as Part of Delivered System**

Note: All others items will be evaluated as part of the implementation and solutions investigated with the Capelli team. Process change, Report development, or Customizations are each options for discussion.

**I. Set of Transactions**

Product	Design	A	1	Ability to keep track of the production sample approval file approval, send, and approve to ship.
Product	Development	A	1	Ability for a style to have different version under the same style and color (configuration). Have a colored, sized, style, color and then version.
	Development	A	2	Ability for a style to have categories and subcategories based on the need of each department.
	Development	A	3	Ability to enter different information for a style depending on a specified department. For example we need to have needle count and weight, however in the flip floor we need to have weight and material.
	Development	A	4	Ability to have all material linked to the style fabric.

1 A = High, B = Medium, C = Low  
11/15/2006

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Project Requirements: Axapta Demo

Development	A	5	Ability to have pictures added to a style and ability to have the picture appear in the reports
Development	A	6	Ability to link some external object to the style (linking mechanicals to work all object that have to do with the style)
Development	A	7	Ability to have a color description or detail information since a many time we are using a generic names (green comb, multi...) which does not really give an idea of the color. By having the color detail we can add more detail to the color
Development	A	8	Ability to create a UPC
All	A	9	Ability to sort/search based on the pre defined categories (able to see all fabric flip flop)
Development	A	10	Ability to have a system that helps in decision making, for example what style we need to buy, what category is doing well, base on each customer, etc
Product Sourcing	A	1	Ability to send kind of file to vendor requesting information and once we fill in and send back we should be able to just export to our system without having to enter the information manually
Product Purchasing	A	1	Ability for a style to have different cost information. The different cost information could be the cost that we have from different vendors, the high season and the low season prices, etc
Purchasing	A	2	To see a purchase order from company 1 to Chinese company, become a sales order on their side and in turn they can do a purchase order for Chinese to their vendor
Purchasing	A	3	Ability to check if a price make sense based on a specific information
Purchasing	A	4	Ability to generate PO from sales order and visa versa
Purchasing	A	5	Ability to have a specific information in the po based on a specific department
Purchasing	A	6	Ability to maintain allocation

<sup>2</sup> A = High, B = Medium, C = Low  
11/15/2006

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Project Requirements: Acacia Demo

Purchasing A 7 Ability to have a check list that will guide you thru the different process before shipping the PO. Have a report able to give a clear what each PO is missing (not for missing packaging and it's schedule to ship on date not any missing ticket will be shipped on y date, etc)

Purchasing A 8 Bulk purchase order how will we be able to write a PO. Then from that to move production around between factories as needed. Changing the vendor. It should be able to specify factories and change them on the PO.

Purchasing A 9 How many different cost sheets can we have and can we select between them depending on the scenario

Purchasing A 10 Ability to run a report giving you all the price information for a specific style which will include all the vendor gave us and how the price is changing over the time

Purchasing A 11 Have a schedule reminder and follow up on the PO.

Product	Production & Material Ctrl	A	1
Production & Material Ctrl	A	2	<p>Ability to have production capacity done with our factory each time we place a PO we will be increasing</p> <p>Fabric &amp; Packaging PO. We have the ability to write these POs and link to the finished goods PO. Maintain inventory based on the consumption of the raw material. The system should notify the user when the available material is not enough for production.</p>

11/15/2006

Inventory Control	Sales	A	1
Sales	A	2	Batch changes
Sales	A	3	Handle the same style inside and outside the pack without any problem on invoices or outgoing files

Bulk order sales order. We need to see a detailed example of processing a bulk order. Can we run a report for it's bulk or non bulk. Then when the confo comes in, will it tell us which bulk have the item and then when we deplete will the confo maintain a relation between them. We need to be able to run a report of confirmed vs non confirmed orders.

Inventory Control	EDI	A	2
EDI	A	3	Handle the retail price and the order instructions through BPO
EDI	A	4	Range pack depletion
EDI	A	5	PO change depletion
EDI	A	6	Depletion from the corporate bulk (case of May corp and the different divisions)
EDI	A	7	Partial of selective depletion
EDI	A	8	Keep the allocation when depleting
EDI	A	9	Deplete at the level of configuration
EDI	A	10	Deplete at the level of size
EDI	A	11	Deplete from distro/multi-store
EDI	A	11	Deplete from different orders

A = High, B = Medium, C = Low  
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Project Requirements: Akapita Demo

Inventory Control	Inventory Control	A	1	A report that generates an open to sell for a specific items including pictures, sell prices customer del. the items can be define by user list of different items, a specific category, etc
Inventory Control	Inventory Control	A	2	A report for new bought including pictures, sell prices, customer del ... etc
Inventory Control	Inventory Control	A	3	Ability to work with Microsoft office export/import
Inventory Control	Inventory Control	A	4	Ability to handle the pre alert
Inventory Control	Inventory Control	A	5	One Upc for a or pack of size
Inventory Control	Inventory Control	A	6	One Upc for the for pack of colors
Inventory Control	Inventory Control	A	7	Pack per style
Inventory Control	Inventory Control	A	8	Pack per color
Inventory Control	Inventory Control	A	9	Pack of packs
Inventory Control	Inventory Control	A	10	Handle the upc and sku for the same style
Inventory Control	Inventory Control	A	11	Handle the pack versions
Inventory Control	Inventory Control	A	12	Upc/sku and the pack prices
Inventory Control	Inventory Control	A	13	Upc/sku and the style prices
Inventory Control	Inventory Control	A	14	Upc/sku linked to the pack of pack

A = High, B = Medium, C = Low  
11/15/2006

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Project Requirements: Asapra Demo





Receiving & WH Mgmt	Receiving & WH Mgmt	A	1	Inventory Management - Create Inventory
Receiving & WH Mgmt	Receiving & WH Mgmt	A	2	Receiving & WH Mgmt - Create Inventory
Receiving & WH Mgmt	Receiving & WH Mgmt	A	3	Receiving & WH Mgmt - Create Inventory
Receiving & WH Mgmt	Receiving & WH Mgmt	A	4	Receive 856 from Fwdt - Create Shipment & update PO's
Receiving & WH Mgmt	Receiving & WH Mgmt	A	5	Ability to have fully updated inventory which give you most recent information. This inventory should have the ability to be organized in a specific way per department and per categories.
Receiving & WH Mgmt	Receiving & WH Mgmt	A	6	Ability to manage the order in order to replenish any style that is ordered on time
Receiving & WH Mgmt	Receiving & WH Mgmt	A	7	Ability to schedule all processes and follow up to make the delivery

A = High, B = Medium, C = Low  
11/15/2006

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Project Requirements: Awapa Demo

Department	Process	Content
Accounting and Finance	Accounting A 1	Gross Profit: Will the gross profit be per order or calculated based on average cost?
Accounting	A 2	Prepayment on purchase orders: Can we make a payment on a PO and then when the invoice comes in for that PO, the system will show that the PO is paid so we don't pay again?
All	B 3	Will there be small integration connection between program and outlook?
All	A 4	Will we be able to do factor and non factor? How will that work?
All	B 5	How will we calculate the income of the company taking into account inter company sales? Does the system do it automatically or we will have to calculate?

7 A = High, B = Medium, C = Low  
11/15/2006

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Project Requirements: Axapta Demo



**Project Charter  
Capelli**

DATE: June 27, 2005  
TO: Ellie Saliba  
CC: Jeff Ploschnick, Bernard Khoury, Eric Forgo  
FROM: Jon Lee

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**1. Purpose**

The goal of the project charter is to provide Capelli, Inc. with an overview of the required activities for the implementation of Axapta as part of Capelli's overall goal to upgrade the existing ERP system by 3/31/06. This charter is a guide for the project and establishes and clarifies boundaries. All activities undertaken within this project must be consistent in accordance with this document.

This charter is a living document and, as such, is subject to modification of the objectives or boundaries should they change. Modifications to the charter will require formal review by the project sponsor, project manager and/or steering committee.

**2. Project Assumptions and Constraints**

**Assumptions:**

- (G) Axapta will be implemented 3/31/06 utilizing out of the box with core functionality as required.
- Capelli will allocate appropriate staff to ensure the project will meet stated goals and timelines.
- Items identified as "Out of Scope" will follow the identified change management process for evaluation.

**Constraints:**

- Staff – Appropriate time must be allocated to support Axapta project activities to meet current timeframes. Capelli will assign a project manager and three fulltime staff to support project activities.

**3. Project Sponsors**

- Capelli – Ellie Saliba, CIO
- ePartners – Eric Forgo, Regional VP, PSO

**4. Charter Structure**

The charter document describes:

- Project Objectives
- Assumptions/Constraints
- Project Approach
- Project Timeframes
- Project Milestones and Deliverables
- Roles/Responsibilities
- Contact List
- Communication Plan



## Project Charter Capelli

### 5. Project Objectives

The project objectives are:

- Deploy Axapta by 3/31/06.
- Build a cross functional unified team for implementation in the U.S.

### 6. Project Approach

To meet the goal of implementing Axapta by 3/31/06, several activities are required to be performed as parallel activities in the planning phase of the ePartners' Project Management Methodology. The Business Process Verification and Validation (VnV), Infrastructure Analysis and the Project Management activities will begin during the Origination phase of the project. During VnV, key team members of the Capelli Unified Project Team (SuperUsers) will be required to become familiar with the fundamentals of the Axapta application. Immediately after completion of the training, Capelli team members will work with ePartners and conduct extensive module configuration and design sessions. Upon completion of the design, unit testing and integrated testing will begin. The success of the project is built around the integrated test, also known as User Acceptance Testing, (UAT). The UAT will simulate live system transactions and requirements by running actual scenarios and live data through the system.

The following activities will occur during testing:

- ePartners will train Capelli team members on how to write scripts.
- Capelli team members will write and test scripts during unit testing with the assistance of ePartners Subject Matter Experts (SMEs).
- Capelli team members will be trained on integrated script development by ePartners.
- Integrated scripts testing will be completed and any gaps will be identified and workarounds and/or configuration changes will be made to the Axapta application to close any identified gaps. If configuration changes or workarounds can not be made to close gaps and a customization requirement is identified that is out of scope, a change request will be submitted to the change committee for review.
- Upon completion of testing, testing closure document will be completed.

### d 7. Project Timeframes:

- Originate (6/28/05 – 8/15/05)
- Planning (8/16/05 – 12/8/05)
- Construct (12/9/05 – 3/4/06)
- Deploy (3/5/06 – 4/7/06)
- Close (4/8/06 – 5/1/06)

### 8. Project Milestones and Deliverables:

#### Milestones

Milestone	Date
Infrastructure Assessment	Week of July 11
Completion of Business Process VnV	Week of Aug 1
Begin Key User Training	Week of Aug 1
Begin Module Configuration	Week of Nov 15
Completion of User Training	Week of Sept 15
Completion of Testing	Week of Feb 15



Project Charter  
Capelli

Go Live	Week of Mar 31
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#### Deliverables

Milestone	Date
Training Plan	Week of Aug 1
Project Charter	Week of Aug 1
Gap-Fit Documents	Week of Aug 1
Scope Document	Week of Aug 1
Data Migration Plan	Week of Sept 1
Test Plan	Week of Oct 1
Test Results	Week of Feb 15

#### 9. Roles & Responsibilities

Name (Phone Number)	Role	Responsibilities
<b>Capelli Team</b>		
Ellie Saliba Capelli <a href="mailto:ellie.saliba@capellinewyork.com">ellie.saliba@capellinewyork.com</a>	Sponsor	<ul style="list-style-type: none"> <li>Executive contact for the project</li> <li>Provides ultimate/final sign off on project deliverables</li> </ul>
Bernard Khoury Capelli <a href="mailto:bernard.khoury@capellinewyork.com">bernard.khoury@capellinewyork.com</a>	Project Manager	<ul style="list-style-type: none"> <li>Capelli contact for project.</li> <li>Works with project team to plan and coordinate project activities.</li> <li>Responsible for setting project schedule, communicating project status, facilitating change requests.</li> </ul>
<b>ePartners Team</b>		
Eric Forgo ePartners <a href="mailto:eforgo@epartnersolutions.com">eforgo@epartnersolutions.com</a>	Project Sponsor	<ul style="list-style-type: none"> <li>Executive contact for the project.</li> </ul>
Jon Lee ePartners <a href="mailto:jlee@epartnersolutions.com">jlee@epartnersolutions.com</a>	Project Manager	<ul style="list-style-type: none"> <li>Main contact for project.</li> <li>Works with project team to plan and coordinate project activities.</li> <li>Responsible for setting project schedule, communicating project status, facilitating change requests.</li> </ul>
Jeff Ploshnick ePartners <a href="mailto:jploshnick@epartnersolutions.com">jploshnick@epartnersolutions.com</a>	Sr. Consultant	<ul style="list-style-type: none"> <li>Responsible for the integration of Axapta.</li> <li>Primary onsite contact for ePartners.</li> </ul>





Project Charter  
Capelli

10. Contact List

Name	Role	Location	Phone	eMail
Birru, Joseph	Infrastructure Specialists	ePartners	571.228.7606	<a href="mailto:jbirru@epartnersolutions.com">jbirru@epartnersolutions.com</a>
Forgo, Eric	Executive Sponsor	ePartners	978.206.2270	<a href="mailto:eforgo@epartnersolutions.com">eforgo@epartnersolutions.com</a>
Hauerslev, Jakob	Development Consultant	ePartners	813.240.3452	<a href="mailto:jhauerslev@epartnersolutions.com">jhauerslev@epartnersolutions.com</a>
Lee, Jon	Engagement Manager	ePartners	978-375-1440	<a href="mailto:jlee@epartnersolutions.com">jlee@epartnersolutions.com</a>
Pepi, Victor	Application Consultant	ePartners	617-875-3685	<a href="mailto:vpepi@epartnersolutions.com">vpepi@epartnersolutions.com</a>
Ploshnick, Jeff	Senior Application Consultant	ePartners	973.886.8799	<a href="mailto:jploshnick@epartnersolutions.com">jploshnick@epartnersolutions.com</a>
Sevenants, Erik	Sales	ePartners	752.353.4318	<a href="mailto:esevenants@epartnersolutions.com">esevenants@epartnersolutions.com</a>
Stromblad, Par	Senior Application Consultant	ePartners	813.240.8658	<a href="mailto:pstromblad@epartnersolutions.com">pstromblad@epartnersolutions.com</a>
Wallengren, Robert	Senior Application Consultant	ePartners	813.621.1117	<a href="mailto:rwallengren@epartnersolutions.com">rwallengren@epartnersolutions.com</a>
Warsito, Aryanti	Documentation Specialist	ePartners	410.336.7101	<a href="mailto:Awarsito@epartnersolutions.com">Awarsito@epartnersolutions.com</a>
Altirs, Carlos	Warehouse	Capelli	201.553.9300, x-326	<a href="mailto:Carlos.Altirs@capellinewyork.com">Carlos.Altirs@capellinewyork.com</a>
Douaihy, Peter	Allocation Dept	Capelli	201.553.9300, x-283	<a href="mailto:Peter.douaihy@capellinewyork.com">Peter.douaihy@capellinewyork.com</a>
Elamadie, Eddie	Application Specialist	Capelli	201-553-9300, x-381	<a href="mailto:Eddie.elamadie@capellinewyork.com">Eddie.elamadie@capellinewyork.com</a>
Beily, Gilbert	Product/Design Dept	Capelli	212-684-3344, x-547	<a href="mailto:Gilbert.jbeily@capellinewyork.com">Gilbert.jbeily@capellinewyork.com</a>
Khoury, Bernard	Project Manager	Capelli	W - 201.553.9300 x-307 C - 201.658.3126	<a href="mailto:Bernard.khoury@capellinewyork.com">Bernard.khoury@capellinewyork.com</a>
Iovino, Ed	Traffic Dept	Capelli	201.553.9300, x-259	<a href="mailto:Ed.iovino@capellinewyork.com">Ed.iovino@capellinewyork.com</a>
Mancino, Salvatore	Statistic Dept	Capelli	212-684-3344, x-528	<a href="mailto:Salvatore.mancino@capellinewyork.com">Salvatore.mancino@capellinewyork.com</a>
Maloof, Bill	CFO	Capelli	201.553.9300, x-205	<a href="mailto:Bill.maloof@capellinewyork.com">Bill.maloof@capellinewyork.com</a>
Saliba, Elie	Executive Sponsor	Capelli	(NJ) 201.553.9300, x-303 (NY) 212-684-3344, x-158	<a href="mailto:Elie.saliba@capellinewyork.com">Elie.saliba@capellinewyork.com</a>



Project Charter  
Capelli

11. Communication Plan

What	When/Frequency	Media/Output	Responsible	Audiences		
				Sponsor	Project Team	Who?
Project Kickoff	Initial 6/27	Meeting	Project Manager	Approve	Receive	Unified Project Team/Steering Committee
Project Plan	Initial 7/5	Document	Project Manager	Approve	Receive	Unified Project Team/Steering Committee
Team Meetings	Weekly	Meeting/Conf Call	Project Team		Receive	Unified Project Team
Sponsor Communication	As Required	Document/Email	Sponsor	Approve	Receive	ALL
Steering Committee Meetings	Monthly	Meeting/Conf Call	Steering Committee		Receive	Steering Committee
Project Status Reports	Weekly	Email	Project Team	Receive	Receive	Unified Project Team
Major Milestone Announcements	As completed	Email	Project Manager/Sponsor	Receive	Receive	Unified Project Team/Steering Committee
Project Management Docs	As complete	Docs/email	Project Manager/Sponsor	Approve	Approve/Receive	ALL
Training Plan	As completed	Docs/email	Project Manager/Sponsor	Approve	Approve/Receive	ALL
BPA Docs	As completed	Docs/email	Project Manager/Consultants/Sponsor	Approve	Approve/Receive	ALL
Design Docs	As completed	Docs/email	Project Manager/Consultants/Sponsor	Approve	Approve/Receive	ALL
Project Close Out Report	End of Project	Document	Project Manager/Consultants/Sponsor	Approve	Approve/Receive	ALL



Project Charter  
Capelli

## 12. Signature Block

Reviewed and Approved:

Capelli

<b>Signature</b>	<b>Date</b>	<b>Title</b>
Elie Saliba		
<b>Printed name</b>		

ePartners

<b>Signature</b>	<b>Date</b>	<b>Title</b>
Jonathan Lee		
<b>Printed name</b>		

Signatures above denote acceptance of the Project Charter as defined herein.



January 24, 2006

Hi George,

ePartners remains committed to Capelli and the partnership established seven months ago. Our opinion is that Axapta is precisely the right ERP platform to support your business based on the work of the combined ePartners / Capelli project team. We have heard the concerns that you and members of your team have raised. For the sake of brevity, we have bullet-pointed responses to the primary issues addressed as well as providing more detailed responses to the email sent last week. We will follow up with direct discussion.

- ePartners is responsible for the overall solution to be deployed at Capelli.
- We are supplementing the ePartners project team with three additional Axapta resources.
  - Project Manager (Mario Herbert)
  - Production Consultant (Bobby Bain)
  - Development / Application Consultant (Kim Tan)
- We have received notice from Capelli that you would like Victor Pepi and Aryanti Warsito removed from the project. After a transition of knowledge to new team members, they will be moved to the background of the project to a learning/support capacity. We would like to work with Elie to effect a smooth transition.
- Axapta Practice Management will complete a monthly project quality assurance review (Par Stromblad). Part of this review will focus on F&A apparel specific Deployment Methodology which will allow future engagements and sales in this space to be more efficient/effective.
- ePartners Professional Services Management (Dave Dickey, Senior VP of Services) or his designee, when not available, will hold a brief weekly call with you (or members of the original Steering Committee) to monitor project progress.
- ePartners will hire a Subject Matter Expert. We have a candidate that we would like you to meet asap.
- ePartners will convey F&A specific functionality requirements through its participation in MS Industry Builder program and apprise Capelli of developments.
- ePartners will include Capelli in monthly meetings (organized by Keil Merrick, eP NY) with the NY-based Microsoft SMS&P/CAS team to discuss trends in the F&A market, specific opportunities to jointly work, marketing plans, and deployment capability.
- ePartners is continuing work exclusively on system Design and remains very confident that Axapta will meet system requirements. At a mutually acceptable date(s), ePartners will present its Design for sign-off to Capelli fulfilling a Service Order Milestone.

We are well aware that for Capelli to achieve its project and co-marketing goals there is a platform for success under which Capelli, ePartners, Microsoft, and third-party vendors stand as the four pillars. Our *joint* focus and *exclusive* effort has been progress on the Axapta deployment at Capelli so that we have something tangible to show the marketplace. – As we close to gain acceptance of Design, all of the other activities, such as marketing plans and lead generation, related to our joint efforts become relevant and will receive increased focus.

We look forward to talking with you.

Best Regards,

Eric



**ePartners, Inc.**  
**Response to Capelli Concerns dated January 16<sup>th</sup>, 2006**  
**January 24, 2006**

1. Preparation - Flexibility on timing and schedule: For example: In multiple times the team is half ready and they are going to the meeting because it is in their schedule. This is causing loss of trust and confidence.

Response: We concur that each meeting should have an agenda with proper expectations set and specific objectives to accomplish. Everyone's time is valuable and proper preparation by both the presenter and those attending the meetings are critical. I will re-emphasize these points to ePartners team and ask that the same be done to the Capelli team. Our understanding of the preferred approach is to cancel the meeting (hopefully with advance notice) rather than have a meet while being partially prepared or un-prepared. - An area where ePartners must be prepared is around review of information previously gathered or discussed over the life of our relationship. Specific area of preparation for the Capelli team is around knowledge of Axapta menus, drill downs, and forms. Knowledge of each of these is available in the test environment to all designated Super/Key Users.

Also in relation to meetings, our observation is that they rarely start at the scheduled time and with fewer participants than originally sign-up for the established meet (note test script process). The result is that we (and I include the IT Team) often have to repeat and re-communicate the same message multiple times to staff causing significant inefficiency.

2. The leader of the overall solution has to know the detail of the solution's articulation. For example: the Item is the base of the system and knowing the functionality will avoid big surprises and catastrophe.

Response: Agreed. This goes directly to a focus on the Design and was to be the primary discussion point for the Steering Committee meeting. As Elie and I have discussed, we are not experts in your business, however, we do endeavor to learn more and work through a process and methodology that allows us to have a base of knowledge such that we can configure the system properly. The hiring of a Subject Matter Expert both would have helped and is reflected in our commit above. The VnV was part of that process as will the RDD's.



3. The Leader has to listen and take all the questions as advantage to learn. For example: All questions have to be heard and answered to the satisfaction of the person asking the question.

Response: Agreed. Each interaction is an opportunity to build our knowledge base about the business from the questioner's perspective.

Similarly, as the ePartners team imparts knowledge about the system, its configuration, functionality, and structure, the Capelli team has the opportunity to learn and then document. – Between the IT team and the eP team we must figure out how to impart comprehensive information once rather than partial information multiple times to increase efficiency.

4. Verification that the deliverable list is known by the ePartners team. For example: GMA is expecting a solution for the pack and the pack is lightly known by the functional area person.

Response: As I discussed with Bill and Elie last week, I have the first draft of the Master Design Document. We are in the process of tracking back all the requirements articulated in the Master Service Order through to the VnV and Gap List. – Since I was in attendance at the meeting generating the comment above, I share the concern on that point around depth of knowledge. With a focus on Design, we will expose any other knowledge gaps within an agreed to timeframe.

5. Verification that the team has enough knowledge about GMA business so they can bring the right solution. For example: the Multi store orders are grouped today under one order and this is a mandatory to be kept due to the volume of orders. Team expects that GMA will change their process without the leader understanding that we have large volume that will create a lot of work in the future for GMA.

Response: The ePartners team will never know as much about Capelli's business as the Capelli team. This is an area where the ePartners team is building its knowledge base daily by working with the Capelli team. We do have a significant base of knowledge and documentation and as such are developing a Design. The Design will be reviewed by Capelli to assure mutual understanding. – Additionally, as referred to above, ePartners is hiring a Subject Matter Expert to complement the team.

6. Verification of the Team readiness to act as consultant. For example: While doing test script the ePartners functional area person should be able to answer basic test scripts which is not always the case.

Response: I believe that the team *has* been able to answer basis test script questions. We have three levels of difficulty of test scripts





and there may be open questions from the test script process that relate directly to Open Gaps / Customizations. Of these Design related question there may be, as should be the case, questions arising.

7. The communication of the knowledge and the solution. For example: The preliminary design is considered finished by ePartners but GMA Super Users understand vaguely the solution even after multiple demo and meeting.

Response: Our entire focus from the Steering Committee meeting forward is on Design such that the team understands the approach/solution we are jointly developing.

8. Quantify the work remaining on the project. For example: The balance of the work has to be identified and quantified first. Then a plan needs to be put in place with the resources in the first step.

Response: Capelli has in its possession a resource schedule that is contingent upon finalization of Design. The schedule gives a very broad order of magnitude of effort for the team and the underlying assumptions. This was reviewed with Elle on the 17<sup>th</sup> and he and the team will continue to review to set expectations properly. The time may be high and may be low depending on the approach that Capelli takes to the implementation. - Upon completion of Design the final plan to complete will be established. - ePartners has a resource schedule that goes in parallel with the schedule mentioned above.